

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held February 19, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Pamela Zelaya

F-2025-3053457

v.

The York Water Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by The York Water Company (York Water or the Company) on October 14, 2025, to the Initial Decision (I.D.) of Special Agent Michael J. Mroczka (Special Agent) issued on September 23, 2025, in the above-captioned matter, sustaining the Formal Complaint (Complaint) filed by Pamela Zelaya (Ms. Zelaya or the Complainant) on September 23, 2025, against York Water. Ms. Zelaya filed Reply Exceptions on October 24, 2025. For the reasons discussed below, we shall grant, the Company's Exceptions, in part, reverse the

Special Agent’s Initial Decision, and dismiss the Complaint, consistent with this Opinion and Order.

I. History of Proceeding

On February 6, 2025, Ms. Zelaya filed a Complaint,¹ alleging, *inter alia*, that there were incorrect charges on her bill because the first three bills she received from York Water were too high. As relief, Ms. Zelaya requested that York Water issue a billing refund. Complaint at 2-3, 8-9.

After receiving an extension of time, York Water filed an Answer to the Complaint on March 17, 2025, in which it admitted, in part, and denied, in part, various material allegations of the Complaint. York Water denied that it improperly or inaccurately billed the Complainant for services from July 24, 2024, through August 26, 2024. Answer at 1-4.

A hearing was conducted on June 3, 2025. Ms. Zelaya appeared *pro se* and presented testimony. York Water was represented by counsel and presented the testimony of one witness. Seven exhibits were admitted into evidence (Ms. Zelaya’s Exhibits A-D and York Water Exhibits A-C). I.D. at 3.²

¹ The Complaint is a timely appeal from the informal decision of the Commission’s Bureau of Consumer Services (BCS), issued on December 26, 2024, at BCS Case No. 4024024, in which BCS dismissed Ms. Zelaya’s informal complaint. An appeal of a BCS informal decision is subject to *de novo* review conducted by either an Administrative Law Judge or a Special Agent. 52 Pa. Code § 56.173(a).

² The Initial Decision stated that the recorded closed when the transcript was filed on “June 24, 2024,” however, the Commission’s records reflect that the transcript was filed on June 24, 2025.

The record closed on June 24, 2025, when the 57-page transcript was filed with the Commission. I.D. at 4.

In the Initial Decision issued on September 23, 2025, the Special Agent sustained the Complaint, finding that York Water violated 52 Pa. Code § 56.12 and provided unreasonable service. I.D. at 1, 17-18, 21. In addition, the Special Agent directed York Water to recalculate the Complainant's bills and reimburse the Complainant for any charges above her average usage. However, the Special Agent did not assess a civil penalty on York Water. *Id.* at 18, 21-22.

As noted, *supra*, York Water filed Exceptions on October 14, 2025, and Ms. Zelaya filed Reply Exceptions on October 24, 2025.

II. Background

Ms. Zelaya began receiving water and wastewater service from York Water in her name, effective June 18, 2024. I.D. at 13 (citing Tr. at 13; York Exh. A). The account at the service address was in the name of the home builder for less than three weeks prior to the account being placed in Ms. Zelaya's name. I.D. at 13 (citing Tr. at 37). The builder installed sod at the service address prior to the closing date of June 18, 2024, and Ms. Zelaya noticed that sprinklers were watering the sod when she visited the property before closing. I.D. at 13 (citing Tr. 8, 14-15, 26). Prior to placing the account in the Complainant's name, York Water read the meter at the property. I.D. at 13 (citing Tr. at 37-38; York Exh. B).

Ms. Zelaya moved into the property eight days after opening her water account, and she was unable to use much water for a period of time after moving in due to plumbing issues. I.D. at 12 (citing Tr. at 8, 26; Complainant Exhs. B, C). Ms. Zelaya lives alone at the service address, uses only one of two bathrooms in the home, does not

water her lawn, and does not have a swimming pool or hot tub. I.D. at 12 (citing Tr. at 9, 20-21). The Complainant did not know if the builder continued to water the lawn between June 18, 2024, and June 26, 2024. I.D. at 14 (citing Tr. at 30-31).

Ms. Zelaya received her first bill from York Water for service rendered between June 18, 2024, and July 24, 2024, in the amount of \$119, which was based on estimated residential usage of 2,500 gallons for the meter reading date of July 24, 2024. I.D. at 10 (citing Tr. at 17-18, 40). Her next bill from York Water, for an actual meter reading on August 26, 2024, was issued for the use of 69,600 gallons, in the amount of \$1,698, which included water used since June 18, 2024, that was not previously accounted for in the first, estimated bill. I.D. at 10 (citing Tr. at 12, 40-41; Complainant Exh. A at 1; York Exh. C). Ms. Zelaya's third bill from York Water, for service rendered from August 26, 2024, through September 24, 2024, was for 5,800 gallons of water used and in the amount of \$185.61. I.D. at 10 (citing Tr. at 31-32; Complainant Exh. A at 2; York Exh. C). Subsequently, the water usage at the service address has been between 1,300 and 1,800 gallons per month. I.D. at 10 (citing Tr. at 31-32, 42; Complainant Exh. A; York Exh. C).

York Water argued that Ms. Zelaya is responsible for any water that was used after the account was opened in her name, that there is no evidence that the meter is faulty, and that the water that flowed through the meter was used by Ms. Zelaya or someone else. I.D. at 11 (citing Tr. at 54). York Water averred that the meter at the service address was approximately one month old when the account was opened in Ms. Zelaya's name. Although York Water has not tested the meter since installation, York Water stated that the meter readings have been consistent since the high bill. I.D. at 11 (citing Tr. at 42).

III. Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant bears the burden of proof to establish that she is entitled to the relief being sought in this proceeding pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that York Water is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainants' evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the complainant shifts to the respondent. If the evidence presented by the respondent is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983). While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The

burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Adequate, Efficient, Safe, and Reasonable Service

A public utility has a duty to maintain safe, adequate, and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501. Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

In addition, the Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 of the Code unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co.*

v. Pa. PUC, 478 A.2d 947 (Pa. Cmwlth. 1984). Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.

Re Metro. Edison Co., 80 Pa. P.U.C. 663, 672 (1993). However, a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab. Servs., Inc. v. Metro. Edison Co.*, Docket No. 20066608 (Order entered December 21, 2007). The requirement to render reasonable service applies to all aspects of a utility's service to customers. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Final Order entered April 4, 2013).

3. High Bill Dispute

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the *Waldron* rule. See *Waldron v. Phila. Elec. Co.*, 54 Pa. PUC 98 (1980) (*Waldron*). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, the Complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant's billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa. P.U.C. 528 (1980). Once the Complainant shows a *prima facie* case, the burden of proof shifts to the Respondent; however, the burden of persuasion never shifts and always remains with the Complainant. *Id.*

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235. (Emphasis in original)). In *Nehemiah Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a *prima facie* case in a "high bill" Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a "high bill" Complaint, the Commission may consider such evidence as "the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household

or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

Thomas at 5 (citing *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered October 13, 2010)).

B. Initial Decision

Special Agent Mroczka made thirty-five (35) Findings of Fact and reached thirteen (13) Conclusions of Law. I.D. at 4-7; 19-21. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In the Initial Decision, the Special Agent sustained the Complaint, finding that Ms. Zelaya satisfied her burden of proving that she was overbilled by York Water. I.D. at 1, 15, 21. The Special Agent concluded that the Complainant presented a *prima facie* case of overbilling for the billing periods of June 18, 2024 – July 24, 2024, July 24, 2024 – August 26, 2024, and August 26, 2024 – September 24, 2024, and that York Water did not present evidence to sufficiently rebut the Complainant’s *prima facie* case. *Id.* at 12-13. The Special Agent specifically determined that:

The record shows that there *may* be an explanation for the June 18, 2024 – July 24, 2024, and July 24, 2024 – August 26, 2024, billing periods. The bill for the June 18, 2024 – July 24, 2024, period was an estimated bill, which was high compared to Ms. Zelaya’s average usage. The estimated usage was 2,500 gallons. The second bill, for the period of July 24, 2024 – August 26, 2024, was the first actual read of Ms. Zelaya’s meter. This means that the usage may or may not include usage during the prior billing period if it was not accounted for in the estimated bill. Tr. 40-41. The second bill was considerably higher than Ms. Zelaya’s

average usage. Ms. Zelaya was billed for 69,600 gallons (72,100 gallons minus the 2,500 gallons Ms. Zelaya was billed for in the prior estimated bill). Tr. 40-41; Compl. Ex. A; York Ex. C.

I.D. at 13 (Emphasis in original). In addition, the Special Agent stated that it is relatively clear that the grass at the service address was being watered by someone other than Ms. Zelaya while the account was in her name on June 18, 2024, but it is not clear whether this continued for an extended period of time. Based upon the record, the Special Agent concluded that it is possible that water usage by the builder caused high usage which did not show up on the first bill because it was estimated. *Id.* at 14.

The Special Agent continued that:

The possible use of the water by a third party does not, however, explain the high bill for the August 26, 2024 – September 24, 2024, billing period. For this billing period Ms. Zelaya was billed for 5,800 gallons of water. Tr. 31-32; Compl. Ex. A at 2; York Ex. C. While not as extreme as the prior bill, this is more than double the usage in her highest bill after this period and calls the accuracy of the prior bill into question. Also negatively influencing the perceived accuracy of the prior bill, is the fact that the builder was watering the sod over a period of approximately three weeks prior to the opening of Ms. Zelaya's account and allegedly used 54,600 gallons. Tr. 49. This is less than the possible usage if the builder continued to water the lawn during Ms. Zelaya's eight-day absence.

I.D. at 14 (Footnote omitted). Consequently, the Special Agent concluded that York Water's issuance of an estimated bill for Ms. Zelaya's very first bill made it impossible to determine whether the high bills were due to water usage by a third-party or inaccurate billing. However, the Special Agent stated that a comparison of the high bills to the builder's final bill and Ms. Zelaya's average bill suggests that Ms. Zelaya was improperly billed. I.D. at 15.

In addition, the Special Agent found that York Water violated 52 Pa. Code § 56.12 because the Company did not offer a cause or exigent circumstances that required providing an estimated bill, nor did it provide any evidence that it was unable to gain access to the meter to obtain a reading. The Special Agent continued that the estimated bill makes it impossible to isolate when the meter recorded the high usage, and, as a result, York Water has practically removed the Complainant's option to provide proof to the builder and request reimbursement or pursue action against the builder for reimbursement. I.D. at 15-18.

Accordingly, the Special Agent found that York Water provided unreasonable service and violated the Commission Regulation's by providing an estimated bill without valid reason. Accordingly, the Special Agent directed York Water to recalculate Ms. Zelaya's bills for the billing periods of June 18, 2024 – July 24, 2024, July 24, 2024 – August 26, 2024, and August 26, 2024 – September 24, 2024, using Ms. Zelaya's average usage after September 24, 2024, and to provide a refund to Ms. Zelaya for any additional amount that she already paid. I.D. at 15. With respect to whether a civil penalty is warranted for York Water's violation of the Code, the Special Agent found that the requirement that York Water recalculate Ms. Zelaya's bills and reimburse the Complainant for any charges above her average usage was sufficient to deter future violations of this type by York Water and that no further penalty was necessary. *Id.* at 18.

C. York Water's Exceptions

1. York Water's Exception No. 1

In its Exception No. 1, York Water argues that the Special Agent erroneously concluded that it overbilled Ms. Zelaya for water usage during the disputed billing periods because there is no evidence that the meter recorded water usage

inaccurately. York Water states that the meter installed at Ms. Zelaya's newly constructed home was brand new. Further, York Water avers that, although the bills for July, August, and September of 2024 were higher than subsequent bills, this does not prove that Ms. Zelaya was overbilled for the disputed billing periods. Exc. at 3.

Moreover, York Water contends that the record supports the finding that the water meter at Ms. Zelaya's home was recording water usage accurately. York Water avers that Ms. Zelaya did not offer any proof that the meter failed to work properly. York Water also contends that the record shows that the home builder used approximately 54,600 gallons of water from May 31, 2024, until June 18, 2024, at which time the Complainant started water service in her name, which equates to an average daily usage of 3,033 gallons per day, and reveals that the water usage was at its highest when the builder was watering the lawn and in the earlier days of the Complainant's occupancy of her new home with a new lawn that required extensive watering. York Water argues that it is reasonable to conclude that the builder was using the water after the account was placed in Ms. Zelaya's name and caused or contributed to the higher water usage on her account. Exc. at 4-5.

Furthermore, York Water avers that it is notable that neither Ms. Zelaya nor the Special Agent asserted that the bills rendered since September 2024 were inaccurate, because that would suggest that a faulty meter for the disputed billing periods would have corrected itself and begun to record usage accurately for the subsequent billing periods. In addition, York Water contends that the Special Agent's criticism of the Company for not obtaining daily meter reads from Ms. Zelaya's meter or knowing whether someone else was using the water during the disputed billing periods is misplaced because it would be unreasonable to expect the Company to obtain daily meter readings using its drive-by system, which is not required by the Code, Commission Regulations, or York Water's tariff. York Water submits that Ms. Zelaya's bills were based on the Company's monthly meter readings of the amount of water that was delivered to the Complainant's service

address passing through the meter, and the Special Agent erred in finding that those meter reads were inaccurate. Exc. at 5-6.

2. York Water's Exception No. 2

In its Exception No. 2, York Water contends that the Commission should reverse the Special Agent's determination that York Water violated the requirements for estimated bills under 52 Pa. Code § 56.12 because Ms. Zelaya waived any argument about the Company's alleged noncompliance with those requirements, since she did not raise the issue in the Complaint, at the hearing, or in any post-hearing submission. Rather, York Water submits that the Special Agent raised this issue, *sua sponte*, denying the Company notice and an opportunity to respond to such allegations. Exc. at 7-8.

In addition, York Water argues that there is nothing in the record that supports a finding that the Company failed to comply with the estimated billing requirements at 52 Pa. Code § 56.12. York Water avers that the Special Agent assumed, in error, that the Company violated a Commission Regulation, due to the lack of record evidence on the issue. However, York Water contends that there was no notice that it needed to present any evidence on this issue because it was raised for the first time in the Initial Decision. York Water submits that if the Commission does not reverse the Special Agent's finding that the Company failed to comply with 52 Pa. Code § 56.12, based on the absence of any record evidence on this issue, then York Water will be denied due process. Exc. at 8-9.

D. Ms. Zelaya's Reply Exceptions

In reply to York Water's Exceptions, Ms. Zelaya argues that York Water failed to raise any valid issues regarding the Special Agent's Initial Decision, and that the Initial Decision is supported by substantial evidence and presents a cogent basis in law

for upholding the Complaint. Ms. Zelaya contends that York Water's Exceptions are not meritorious and should be denied. In addition, as described below, Ms. Zelaya submits that the Special Agent fairly and adequately explained why the Complainant is entitled to a refund of payment from York Water for unlawful water charges. R. Exc. at 4, 15.

Ms. Zelaya submits that she established a *prima facie* case of overbilling for the periods of June 18-July 24, July 24-August 26, and August 26-September 24, 2024, to which York Water failed to rebut. Specifically, Ms. Zelaya contends that the Special Agent correctly found that: (1) Ms. Zelaya lives alone at the service address, which has two bathrooms, though she uses only one; (2) she owns no sprinklers, a pool, or a hot tub; (3) she opened her water account on June 18, 2024, but did not move in until June 26 and initially had limited water use due to plumbing issues; and (4) her first three York Water bills were abnormally high compared to her later usage. Further, Ms. Zelaya submits that York Water's estimated initial bill obscured whether the excessive usage was due to third-party use or inaccurate billing, and the Special Agent correctly concluded that York Water violated the Commission's Regulations by issuing an estimated bill without valid cause. R. Exc. at 5-6.

With respect to York Water's assertion that Ms. Zelaya waived any arguments regarding the Company's non-compliance with 52 Pa. Code § 56.12 because she did not raise the issue in the Complaint, at hearing, or in any post-hearing submissions, Ms. Zelaya contends that this argument runs contrary to Pennsylvania law. R. Exc. at 9 (citing *Popowsky v. Pa. PUC*, 853 A.2d 1097 (Pa. Cmwlth. 2004), *aff'd*, 910 A.2d 38 (Pa. 2006); *Teledyne Columbia-Summerill Carnegie v. Unemployment Compensation Board of Review*, 634 A.2d 665 (Pa. Cmwlth. 1993); *Kerslake v. Sunoco Pipeline, L.P.*, 299 A.3d 190 (Pa. Cmwlth. 2023)). Ms. Zelaya avers that the Special Agent correctly applied 52 Pa. Code § 56.12 in this matter because York Water, as a public utility in Pennsylvania, is bound by the Commission's Regulations. Further, Ms. Zelaya states that she was not required to specifically cite to 52 Pa. Code § 56.12 in

her Complaint in order for the Special Agent to find that York Water violated that Regulation. Rather, Ms. Zelaya contends that she properly preserved her argument in her Complaint and at the hearing because her entire claim centered around the inaccuracy of her water bill related to the meter reading and York Water's estimated billing.

Id. at 9-11.

In addition, Ms. Zelaya avers that she met her burden of proving that York Water failed to permit meter reading and reporting in accordance with 52 Pa. Code § 56.12(2). Ms. Zelaya states that after she called York Water to dispute an inaccurate bill, she assumed that the Company sent a representative to her home to read the meter because subsequent bills became accurate and consistent thereafter. Therefore, Ms. Zelaya argues that York Water violated 52 Pa. Code § 56.12 by failing to justify its estimated bill, resulting in unreasonable service and causing significant problems for the Complainant. Moreover, Ms. Zelaya submits that she is unable to seek reimbursement from the builder for any excessive water usage because York Water's meters lack daily usage data, making it impossible to prove if the usage occurred while she was away.

R. Exc. at 11-13.

Finally, Ms. Zelaya argues that the Special Agent's Initial Decision is supported by substantial evidence. Ms. Zelaya states that the record shows that York Water issued an estimated bill to her without proper justification or reason explaining what may have prevented an actual meter reading. Ms. Zelaya contends that the estimated bill rendered it impossible to determine when the excessive usage occurred, depriving her of the ability to prove that the builder was responsible for the excessive water use. Ms. Zelaya further avers that York Water failed to present any evidence to verify the meter's accuracy or that the Company followed a lawful billing procedure. Based on the totality of the evidence, Ms. Zelaya submits that York Water's actions here constitute unreasonable service and violations of the Code and the Commission's Regulations at 52 Pa. Code § 56.12. R. Exc. at 13-14.

E. Disposition

At the outset, we advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlt. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlt. 1984).³

Regarding York Water's Exception No. 1, upon review, we are of the opinion that even if Ms. Zelaya established a *prima facie* case for overbilling on her first three bills from York Water, the Company sufficiently rebutted the Complainant's *prima facie* case. As York Water states in its Exception No. 1, the meter installed at Ms. Zelaya's property was brand new, and there is no evidence to suggest the meter is faulty or inaccurate.⁴

In addition, Ms. Zelaya has not alleged the bills rendered since September 2024 were inaccurate, and York Water testified at hearing that Ms. Zelaya's water bills rendered since September 2024 consistently showed relatively low, single-family residential monthly usage. Tr. at 42. Based on this, we agree with York Water that to accept the meter recorded usage inaccurately, the meter would have to be faulty for the disputed billing periods but somehow correct itself and start recording usage

³ *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlt. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlt. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

⁴ Ms. Zelaya testified that she "doesn't have any proof" that the meter failed to work properly. Ms. Zelaya also testified that she refused the Company's offer to test her meter. Tr. at 28.

accurately for all subsequent billing periods. We believe it is unlikely that the meter corrected itself.

Further, York Water provided evidence to demonstrate that the home builder used 54,600 gallons of water from May 31, 2024, until June 18, 2024, at which time Ms. Zelaya started water service in her name. This usage equates to an average daily usage of 3,033 gallons per day. As such, we agree with York Water that it is reasonable to conclude that the builder was using water to irrigate the Complainant's lawn both before and after the account was placed in Ms. Zelaya's name, which contributed to higher water usage. This conclusion is consistent with the Complainant's testimony that she "watered [her] shrubs" and that the "[lawn] was green when [she] moved in because it had just been installed three days before [her] settlement date, where the builder was watering the sod morning, noon, and night," as though "it was never turned off."⁵ Tr. at 9; *see also* Tr. at 27, 30. As such, we believe that York Water's Exception No. 1 should be granted, and the Complaint should be dismissed in its entirety for of Ms. Zelaya failure to meet her burden of proof.⁶

Turning to York Water's Exception No. 2, because we find that York Water sufficiently rebutted the Complainant's *prima facie* case, that the Company's Exception No. 1 should be granted, and that the Complaint should be dismissed in its entirety for failure of the Complainant to meet her burden of proof, York Water's Exception No. 2 need not be addressed.

⁵ Ms. Zelaya further testified that she did not know "when they stopped watering [the lawn]" because she was not there "to see" and did not think to "go check." *Id.* at 16.

⁶ Ms. Zelaya's concern over her first three water bills is understandable, especially a water bill in the amount of \$1,698.71. However, for the reasons set forth in this Opinion and Order, the record before us supports the granting of York Water's Exception No. 1.

IV. Conclusion

Based upon our review of the Special Agent's Initial Decision, and the Exceptions and Replies thereto, we shall grant, York Water's Exceptions, in part, reverse Special Agent Mroczka's Initial Decision, and dismiss Ms. Zelaya's Complaint, consistent with this Opinion and Order; **THEREFORE:**

IT IS ORDERED:


1. That the Exceptions of The York Water Company, filed on October 14, 2025, to the Initial Decision of Special Agent Michael J. Mroczka, issued on September 23, 2025, at Docket No. F-2025-3053457, are granted, in part, , consistent with this Opinion and Order.

2. That the Initial Decision of Special Agent Michael J. Mroczka, issued on September 23, 2025, at Docket No. F-2025-3053457, is reversed, consistent with this Opinion and Order.

3. That the Formal Complaint of Pamela Zelaya, filed on September 23, 2025, at Docket No. F-2025-3053457, is dismissed, consistent with this Opinion and Order.

4. That this proceeding shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial 'M'.

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: February 19, 2026

ORDER ENTERED: February 26, 2026